

RECREATION, LIBRARIES & AUTHORITIES COMMITTEE

12-0320R

RESOLUTION AUTHORIZING THREE YEAR AGREEMENT WITH DULUTH  
AMATEUR YOUTH BASKETBALL ASSOCIATION FOR USE OF SPACE IN  
THE WASHINGTON RECREATION CENTER.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to enter into a three year agreement substantially in the form of that on file in the office of the city clerk as Public Document No. \_\_\_\_\_, with the Duluth Amateur Youth Basketball Association (DAYBA) for the non-exclusive use of the Washington Recreation Center for DAYBA's basketball program with rent payments payable to Fund 210 (Special Projects), Agency 030 (Finance), Object 3190 (Special League), Revenue Source 4625-07 (Rent of Athletic Fields Washington Center).


Approved: \_\_\_\_\_

  
Department Director


Approved for presentation to council:

  
Chief Administrative Officer

Approved as to form:

  
Attorney

Approved:

  
Auditor

PARKS KB:SLW:le 06/15/2012

STATEMENT OF PURPOSE: This resolution authorizes the city to enter into a three year agreement with DAYBA for its non-exclusive use of the Washington Recreation Center for its basketball program including games and practices. The agreement may be terminated by either party on 30 days' notice. In consideration, DAYBA will pay the city monthly rent starting at \$160 for 2012, \$200 for 2013 and \$240 for 2014.

## **DULUTH AMATEUR YOUTH BASKETBALL ASSOCIATION AGREEMENT**

THIS AGREEMENT, effective as of the date of attestation by the City Clerk, by and between the **CITY OF DULUTH**, hereinafter known as the "City" and the **Duluth Amateur Youth Basketball Association, Inc.**, hereinafter known as "DAYBA".

WHEREAS, the City is the property owner of the Washington Recreation Center located at 310 N. 1<sup>st</sup> Avenue West (the Premises), and

WHEREAS, DAYBA is a nonprofit corporation duly organized and existing under the laws of the State of Minnesota and provides a youth basketball program that benefits the community, its citizens and residents; and

WHEREAS, the DAYBA wishes to enjoy non-exclusive use of the gymnasium and lease two rooms of the Premises for its youth basketball program including games, practices and related activities, and

WHEREAS, the City and DAYBA wish to enter into this Agreement for the ongoing access and use of portion of the Premises, and

NOW THEREFORE, in consideration of the mutual covenants contained herein, both parties agree as follows:

### **1. PREMISES:**

- a. The term "Premises" includes the following:
  - i. Non-Exclusive Premises shall mean the gymnasium of the Premises
  - ii. Exclusive Premises shall mean Rooms 109 and 109B of the PremisesA drawing of the Premises is attached to this Agreement as Exhibit A.
- b. DAYBA is taking the Premises "as is", in its present physical condition, and the City makes no warranty, either express or implied, that the Premises are suitable for any purpose.
- c. DAYBA's use of the Premises shall be limited to its youth basketball program including games, practices and related activities. Said program is defined in its Project Narrative which is made a part of this Agreement as Exhibit B (the "Programs"). Any other activities not approved by the Manager of Parks and Recreation shall be grounds for immediate termination of this agreement.

### **2. TERM AND TERMINATION OF AGREEMENT:**

- a. Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on January 1, 2012 and expire on December 31, 2015 unless earlier terminated as provided for herein.
- b. This Agreement may be terminated by either party by serving thirty (30) days written notice upon the other. Any such notice to be given to the City shall be addressed to the Manager of Parks and Recreation, and any such notice to be given to DAYBA shall be directed to the current official contact person.
- c. Upon termination of this agreement, DAYBA agrees to surrender possession of the Premises to City in as good condition and state of repair as said premises were in at the time DAYBA took possession, reasonable wear and tear, and acts of God excepted. DAYBA shall remove all DAYBA equipment not later than the expiration of the notice

period and any such DAYBA equipment remaining after this period shall become the property of the City.

d. Should DAYBA be in default or violation of any of the provisions of this Agreement, City shall provide to DAYBA written notice of such violation or default and shall allow DAYBA thirty (30) days within which to cure or remedy any violations or defaults set forth therein. If such violation or default is not cured or remedied within thirty (30) days, City may terminate this Agreement immediately by serving notice to DAYBA in the manner described.

e. In the event of default by DAYBA, City, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Premises, and after five (5) days prior written notice to DAYBA, may remove all persons and property from the Premises. The property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, DAYBA.

### 3. **RENT:**

a. Rent for the Premises shall be as follows:

i. In consideration of DAYBA providing its Programs, the City has agreed to a reduced rent price from the current City's lease market price of \$8.00 per sq ft. For the Exclusive Premises, DAYBA shall pay as follows:

1. Year 1: 964 sq ft for \$160/month or \$1,920 a year = \$2.00 / sq ft. No increase for 1<sup>st</sup> year.
2. Year 2: 964 sq ft for \$200/month for \$2,400 a year = \$2.50 / sq ft.
3. Year 3: 964 sq ft for \$240/month for \$2,880 a year = \$3.00 / sq ft.

Rent proceed shall be deposited into Fund 110-121-1217-2120. This reduced rent price is subject to DAYBA's continuation of the Programs. Payments shall be mailed to the City Treasurer, Room 105 City Hall, 411 West 1<sup>st</sup> Street, Duluth, MN 55802.

ii. For the Non-Exclusive Premises, Rent will be \$15.00 per hour. Use of the Non-Exclusive Premises must be scheduled and approved by the Parks Recreation staff member on duty at the Washington Center. A yearly schedule for the Non-Exclusive Premises shall be submitted to the Manager of Parks & Recreation for approval on or before November 1 during each year of this Agreement. Such use may not exceed fifty (50) hours per calendar year. Any use exceeding this limit must be approved in writing by the Manager of Parks and Recreation. As such rent shall be pre-paid on a monthly basis and is due and payable on or before the first day of the month. All rent for Non-Exclusive Premises shall be deposited in Special League Fund 210-030-3190-4644 and shall be mailed to the City Treasurer at the address listed above.

iii. Use of conference rooms shall be without charge if requested in writing and in advance by DAYBA. DAYBA shall complete the form supplied by the City and submit it to the Recreation staff member assigned to Washington Center. Use is subject to availability. City reserves the exclusive right to reschedule DAYBA's use of the conference room should an unforeseen scheduling conflict arise. If DAYBA's conference room use becomes displaced by such scheduling conflict, it shall be rescheduled by City. All meetings and events held in the conference rooms must follow this criteria:

- The meeting or event must be directly related to DAYBA's goals and mission.

- A key holder (a person who has been assigned a key from Facility Management) must be present for the duration of the event or meeting.
- DAYBA agrees to follow all security measures and criteria set up by the Manager of Parks and Recreation or his or her designee.

**4. DAYBA'S RESPONSIBILITIES:**

- a. DAYBA shall maintain the Exclusive Premises in a safe and clean manner at all times including but not limited to cleaning of interior window, and removing and disposing of all litter or other waste into the proper disposal containers provided within the Washington Center.
- b. DAYBA shall be responsible for providing, at its expense, those items required for daily operation and maintenance of the Exclusive Premises, including but not limited to, interior light bulbs (except as otherwise provided by City as described in the City's Responsibilities section), paper products, plastic products (e.g., garbage bags), program equipment and supplies, minor repairs, etc. so as to maintain the Exclusive Premises in a reasonable state of repair.
- c. DAYBA shall be responsible for cleaning of the gymnasium floor immediately following its programming and removing all litter or other waste and properly disposing of same into the proper disposal containers provided within the Washington Center.
- d. DAYBA shall comply with City's guidelines relating to recycling, energy efficiency and maintenance of the Premises. A copy of the guidelines will be provided to DAYBA upon their execution of this Agreement.
- e. DAYBA shall be responsible for the installation and prompt payment of any telephone and internet service as it deems necessary for the operation of its Programs.
- f. DAYBA shall be responsible for maintaining all DAYBA-related equipment in a safe and properly maintained manner at DAYBA expense and shall prohibit the use of any equipment not determined to be safe and properly maintained.
- g. DAYBA may use the work stations within the Exclusive Premises, but shall be solely responsible for their maintenance.
- h. DAYBA agrees that at all times the Premises is open for community usage, unless under the supervision of authorized City staff, it shall be supervised by an adult DAYBA representative competently trained. Such person shall be responsible to the Board of Directors of DAYBA.
- i. DAYBA shall follow all established policies and procedures regarding safe and supervised building usage and security, including but not limited to securing exterior doors after hours, monitoring DAYBA'S participants in the shared hallways and bathroom spaces, and immediately reporting any concerns to the Recreation staff member assigned to the Washington Center.
- j. DAYBA shall not make structural changes to the Premises with the exception of the installation of necessary telephone and internet service.
- k. DAYBA agrees and understands that the Premises is a public facility and accordingly will limit its Program activities within the area to allow the general public the use of the Non- Exclusive Premises.
- l. DAYBA shall make its programs available to all users and shall not discriminate on the basis of race, color, creed, national origin, sexual orientation, disability, sex, religion or status with regard to public assistance, and shall not violate any federal, state or local civil rights law, rule or regulation in the use of the Premises.

m. DAYBA shall maintain a current schedule of user or instructional fees and activities for DAYBA programs and provide a current copy to the Manager of Parks and Recreation and the Recreation staff member on duty at the Washington Center.

**5. CITY'S RESPONSIBILITIES:**

a. The City shall assign one parking space at the Washington Center to DAYBA. This space shall be for DAYBA's exclusive use only when it is utilizing the premises. Any additional parking spaces required by DAYBA must be negotiated with the Art Space organization. Said parking space may not be sublet by DAYBA without written permission from the City

b. The City shall post one outside building sign identifying DAYBA as a building tenant. The design, wording, and payment for this panel shall be subject to the approval of the Property Manager for the City. The City shall also add DAYBA to interior directories. DAYBA shall be responsible for the installation and removal of any signage of the Exclusive Premises. The size, design and wording of such interior signage shall be subject to City approval.

c. The City shall, at its expense, provide the following utilities and services: electric, natural gas, water, sewer and garbage/recycling pick-up.

d. The City will provide the following light bulbs: 4'-0" and 8'-0" fluorescent tubes and all exterior light bulbs and will install (upon advance written request by DAYBA to the Facilities Project Specialist) any bulbs that are not accessible by Lessee due to height location including all exterior lighting.

**6. INDEPENDENT CONTRACTOR:**

a. It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting DAYBA as an agent, representative or employee of the City for any purpose or in any manner whatsoever. DAYBA shall not be considered an employee of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of DAYBA while so engaged and any and all claims whatsoever on behalf of DAYBA arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, or its officers, agents, contractors or employees shall in no way be the responsibility of the City. DAYBA and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay.

**7. INSURANCE:**

a. DAYBA shall procure and maintain continuously in force a policy of insurance covering all of its activities on the Premises. A Comprehensive General Liability Insurance policy shall be maintained in force by DAYBA throughout the life of this agreement in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for bodily injuries and in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) for property damage or One Million Five Hundred Thousand Dollars (\$1,500,000.00) single limit coverage per occurrence. Such coverage shall include all DAYBA activities occurring on or within the Premises whether said activities are performed by employees or agents under contract to DAYBA. Such policy of insurance shall be approved by the City Attorney and shall contain a condition that it may not be cancelled without thirty (30) days written notice to the City of Duluth. The

City of Duluth shall be named as an additional insured on said policy of insurance required by this paragraph.

b. DAYBA shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance.

c. DAYBA shall provide to City Certificates of Insurance evidencing such coverage with 30-day notice of cancellation, non-renewal or material change provisions included. The City does not represent or guarantee that these types or limits of coverage are adequate to protect the DAYBA's interests and liabilities.

d. The City reserves the right to require DAYBA to increase the coverages set forth above and to provide evidence of such increased insurance to the extent that the liability limits as provided in Minn.Stat. Sec. 466.04 are increased.

e. The City does not intend to waive any legal immunities, defenses, or liability limits that may be available.

f. When using the "Acord" Certificate form cancellation provisions, the words "endeavor to" on Line 2 must be deleted. As an additional insured under the contract, the City has contractual rights far exceeding that of a certificate holder. Therefore, additional named insured endorsement shall read as follows: "This policy insures the named insured and the City of Duluth and will be primary and not contributory with City of Duluth coverage." The City of Duluth is an additional insured not subject to the "other insurance" condition or other policy terms which conflict with the agreement between the named insured and the City of Duluth.

g. The 2004 edition of ISO Additional Insured Endorsement CG 20 10 is not acceptable. If the CG 20 10 is used, it must be a pre-2004 edition.

h. The City shall not be liable to DAYBA for any injury or damage resulting from any defect in the construction or condition of the Premises, nor for any damage that may result from the negligence of any other person whatsoever.

**8. HOLD HARMLESS AND INDEMNIFICATION:**

a. DAYBA agrees to indemnify, save harmless, and defend the City and its officers, agents, servants and employees from and against any and all claims, suits, loss, judgments, costs, damage and expenses asserted by any person by reason of injury to or death of any and all persons, including employees, invitees, guests or agents of the City or DAYBA, and including any and all damages to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of DAYBA, arising out of, related to or associated with the use, maintenance or operation of the Premises by DAYBA or performance of its obligations under this Agreement.

**9. INCIDENT REPORTS:**

a. DAYBA shall promptly notify the City's Manager of Parks & Recreation in writing of any incident of injury or loss or damage to the property of City or any DAYBA'S participants or invitees occurring within the Premises during the Term of this Agreement. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's form of Incident Report is attached hereto as Exhibit C.

**10. COMPLIANCE WITH LAWS:**

a. DAYBA shall make its programs available to all users and shall not discriminate on the basis of race, color, creed, national origin, sexual orientation, disability, sex, religion or status with regard to public assistance, and shall not violate any federal, state or local civil rights law, rule or regulation in the use of the Premises.

- b. DAYBA shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed on the Premises.
- c. DAYBA agrees to procure at its expense all licenses and permits necessary for carrying out the provisions of this Agreement.
- d. DAYBA agrees to conduct its programming on the Premises in strict compliance with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth.

**11. COMMUNICATIONS:**

- a. The parties agree that a full and complete exchange of information is necessary for a successful relationship, and each party agrees to communicate openly and regularly with the other with regard to any services or other activities contemplated under this Agreement.
- b. DAYBA agrees to provide to the City's Manager of Parks & Recreation a report on or before the 1<sup>st</sup> day of each month identifying the scheduled activities to be held at the Premises including a copy of any brochures, advertisements, flyers, sample invites etc. promoting such activities. In addition, when applicable, DAYBA will provide to the City a website link relating to the activity for inclusion on the City's website.
- c. DAYBA agrees to provide the City with a quarterly summary report identifying all activities held on the Premises during the previous quarter. The report will include statistics about the activity including date of the activity, name of activity, number of people in attendance and brief description of the activity.

**12. NOTICES**

- a. Unless otherwise provided herein, notice to the City or DAYBA shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time.

City of Duluth  
Parks and Recreation  
Attention: Parks Manager  
411 W. 1<sup>st</sup> Street  
Duluth, MN 55802

Duluth Amateur Youth  
Basketball Association, Inc.  
Attn:  
1011 E. Central Entrance  
Duluth, MN 55811

**13. CITY ACCESS:**

- a. DAYBA shall permit the City, it's officials, employees or agents to access and inspect the Premises at any time. DAYBA shall not change the locks or otherwise prohibit or inhibit the City access to any portion of the Premises. Facility Management for the City shall be exclusively responsible for the design of keying systems, lock changes, key fabrication and key distribution and DAYBA agrees to abide by the Key Control Policy, a copy of which shall be provided to DAYBA. All keys shall be promptly returned to the City's Manager of Parks & Recreation upon termination of this Agreement.
- b. The parties agree to meet on an annual basis to jointly inspect the Shared Premises to determine whether the Shared Premises are in all respects in proper condition and, if necessary, to review the terms and conditions of this Agreement.

**14. ALCOHOL/SMOKING AND TOBACCO:**

a. The possession, use or sale of alcohol is permitted on the Premises only under the following conditions:

\*Alcohol may be possessed, consumed or served only when the appropriate permit or license has been obtained from the City prior to the event and all application, fee and other requirements have been met.

\*Alcohol may be sold only when the appropriate on-sale alcoholic beverage license has been obtained from the City prior to the event and all application, fee and other requirements have been met.

\*At least thirty (30) day's written notice of a request to serve or sell alcohol shall be provided to the City before the event to give the City sufficient time to review the request. Requests that are not timely submitted may be denied.

\*DAYBA must have adequate procedures in place to ensure that no one under the age of twenty-one (21) is served alcohol and to ensure that no one is served alcohol in an amount to cause intoxication.

\*Depending on the request, licensed peace officer(s) may be required to attend the event.

\*All state laws and Duluth City Code provisions shall be followed at all times.

\*The City reserves the right to prohibit the serving, sale or possession of alcohol on the Premises.

b. There shall be no smoking or use of tobacco whatsoever on the Premises.

#### **15. ALTERATIONS AND IMPROVEMENTS:**

a. DAYBA may, at its sole cost and expense, make suitable improvements or alterations to the Premises upon advance written approval from the City's Facility Projects Specialist. All such improvements (excluding appliances and equipment plugged into an electricity source) shall become the property of the City. Prior to commencing any improvements or alterations, DAYBA shall submit to the City a Project Proposal Request along with detailed plans. A copy of the Project Proposal Request is attached to this Agreement as Exhibit D. These documents shall be submitted to the City at least forty-five (45) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Duluth City Codes.

b. DAYBA agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on said Premises, DAYBA will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance must be approved by the City Attorney before the commencement of any construction hereunder.

#### **16. GENERAL PROVISIONS**

a. Prior to execution of this Agreement by the City, DAYBA shall provide evidence that it is an entity legally capable of entering into obligations of a contract and it is a non-profit organization currently in good standing with the Minnesota Secretary of State. City officials are granted the authority to refuse to execute this Agreement upon default by DAYBA of the requirements of this paragraph.

b. The Premises is a multi-use area requiring the cooperation of all users. This cooperation includes ingress and egress, amenities, and related improvements. DAYBA acknowledges that the City's Manager of Parks & Recreation shall ultimately determine the appropriate use of the site and/or improvements and shall prevail in any disputes between user groups.



c. The rights of DAYBA to occupy, use , and maintain said premises shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with strictly and promptly.

d. The waiver by the City or DAYBA of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

e. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

f. DAYBA agrees that it shall neither assign nor transfer any rights or obligations under this Agreement without the prior written approval of the City.

g. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

h. This Agreement is to be construed and understood solely as an agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

**CITY OF DULUTH**

**DULUTH AMATEUR YOUTH BASKETBALL  
ASSOCIATION**

By: \_\_\_\_\_  
Its Mayor

Attest:

By: \_\_\_\_\_  
City Clerk  
Date:

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney

By \_\_\_\_\_

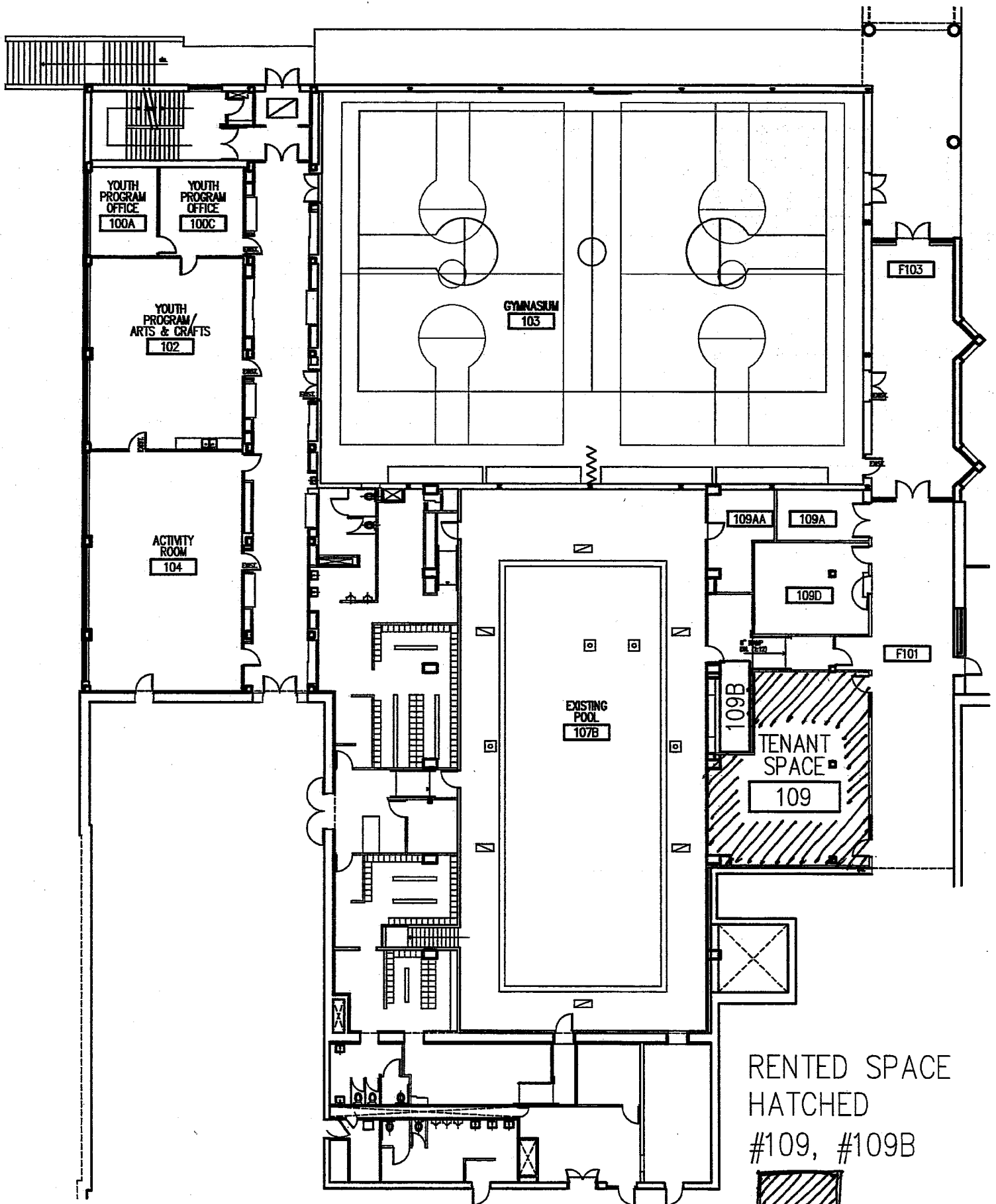
Its \_\_\_\_\_

Title of Representative

Date:

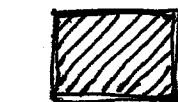
## EXHIBIT A

### Premises



WASHINGTON CENTER  
FIRST FLOOR PLAN (WEST)  
N.T.S.

RENTED SPACE  
HATCHED  
#109, #109B



## EXHIBIT B

### Narrative of the Programs

#### **Mission Statement**

We strive to offer affordable, high-quality basketball opportunities for Duluth-area youngsters in grades 5-8. In doing so, we hope our players learn the core values of teamwork, accountability, hard work and perseverance. We will turn no youngster away.

#### **About Us**

The Duluth Amateur Youth Basketball Association (DAYBA) was formed in 1993 by a group of four parents after ISD #709 terminated its funding of junior high athletics. The goal was to maintain basketball opportunities for youngsters in Duluth. Originally focused on the western part of Duluth, DAYBA broadened its reach in the late 1990s to include the entire city.

DAYBA hosts recreational leagues for players in grades 5-12 and "travel teams" for players in grades 5-8, as well as the "Spirit of the North" tournament each November and the "Border Battle," an all-star game for high school seniors, each April.

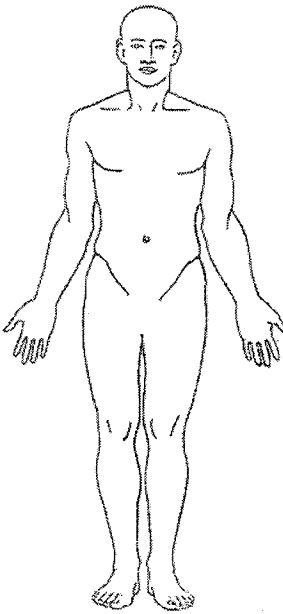
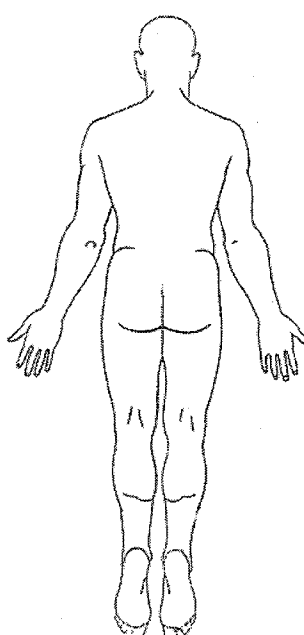
**EXHIBIT C**  
**Incident Report**

# CITY OF DULUTH

## INCIDENT REPORT


Supervisor and injured employee to complete within 24 hours of incident/injury.

Please print clearly and fax completed form to: 1-866-286-5258

<b>Company Name:</b> Duluth Police Dept.		<b>Dept. / Div:</b> Patrol		<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	
<b>Last name:</b>		<b>First:</b>		<b>Middle initial:</b>	
<b>Address:</b>					
<b>City:</b>		<b>State:</b>		<b>Zip code:</b>	
<b>Phone:</b>					
<b>Incident Date:</b>		<b>Time:</b>		<b>Left work:</b>	
				<b>Returned:</b>	
				<b>Lost time</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Explanation for Injury/Incident:</b> _____					
<b>Incident investigation conducted:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>Date supervisor notified:</b>			<b>Date report completed:</b>		
<b>Supervisor's name:</b>					
<b>Names / Phone #'s of witnesses:</b> _____					
<b>Was there a:</b> Safety violation <input type="checkbox"/> Machine malfunction <input type="checkbox"/> Motor vehicle accident <input type="checkbox"/>					
<b>Supervisor's comments:</b> _____					
<b>What actions have been taken to prevent recurrence?</b> _____					
<b>CAUSE</b> <input type="checkbox"/> Slip and Fall <input type="checkbox"/> Struck by equipment <input type="checkbox"/> Lifting or moving <input type="checkbox"/> Caught (In, on or between) <input type="checkbox"/> Needle puncture <input type="checkbox"/> Object in eye (Right <input type="checkbox"/> Left <input type="checkbox"/> ) <input type="checkbox"/> Repetitive / Overuse <input type="checkbox"/> Other		<b>MARK AREAS OF INJURY BELOW</b> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> <b>Front</b>   </div> <div style="text-align: center;"> <b>Back</b>   </div> </div>			
<b>TYPE OF INJURY</b> <input type="checkbox"/> Scrape / Bruise <input type="checkbox"/> Sprain / Strain <input type="checkbox"/> Puncture wound <input type="checkbox"/> Cut / Laceration <input type="checkbox"/> Concussion <input type="checkbox"/> Bite <input type="checkbox"/> Chemical burn / Rash / Breathing difficulties <input type="checkbox"/> Other <input type="checkbox"/> No apparent injury					
<b>Employee referred to:</b> Clinic <input type="checkbox"/> Hospital ER <input type="checkbox"/> Refused to see MD <input type="checkbox"/>					
<b>DR / Clinic</b>			<b>Phone Number:</b>		
<b>Supervisor's signature:</b>			<b>Date:</b>		
<b>Employee's signature:</b>			<b>Date:</b>		

**NOTE:** Complete side 2 if Vehicle, Equipment, or Property Damage

<b>INCIDENT LOCATION:</b>			
<b>POLICE CALLED?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		<b>Police Traffic Accident Report ICR#:</b>	
<b>City Vehicle, Property, or Equipment Involved</b>	Description: _____ Vehicle #, Make, Model, Year: _____ Describe Damage: _____		
<b>Non-City Vehicle, Property, or Equipment</b>	Owner Name: _____ <input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other Owner Address/Phone #: _____ Vehicle License #: _____ Color: _____ Make/Model: _____ Year: _____ Describe Damage: _____		
<b><u>Weather Conditions</u></b> <input type="checkbox"/> Clear <input type="checkbox"/> Wind <input type="checkbox"/> Rain <input type="checkbox"/> Cloudy <input type="checkbox"/> Fog <input type="checkbox"/> Sleet <input type="checkbox"/> Snow		<b><u>Roadway Conditions:</u></b> <input type="checkbox"/> Dry <input type="checkbox"/> Mud <input type="checkbox"/> Wet <input type="checkbox"/> Paved <input type="checkbox"/> Snow <input type="checkbox"/> Unpaved <input type="checkbox"/> Ice	<b><u>Light Conditions:</u></b> <input type="checkbox"/> Night <input type="checkbox"/> Day <input type="checkbox"/> Good <input type="checkbox"/> Poor
		<b><u>Other:</u></b> Approx. Temp: _____ Estimated Speed: _____ mph Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty What was load: _____ Drug and/or Alcohol Test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
<b>MISCELLANEOUS COMMENTS:</b> _____			

**Sketch below how vehicle accident occurred** (Give street names, direction of travel, locations of vehicles, objects and traffic control devices)  North

**EXHIBIT D**  
**Project Proposal**





Department of Public Administration - Maintenance Operations  
Architecture, Facility Management Services and Street Light Utility

1532 West Michigan Street • Duluth, Minnesota • 55806  
PHONE: 218-730-5730 • FAX: 218-723-3560  
[tgroshong@duluthmn.gov](mailto:tgroshong@duluthmn.gov)

## INTER-DEPARTMENT CORRESPONDENCE

DATE: March 11, 2011

TO: Department Directors & Division Managers  
Community Clubs and Organizations

FROM:  Terry L. Groshong, AIA  
City Architect/Facility Manager

SUBJECT: Project Request and Approval Process

Each year there are numerous requests for improvement projects on City Property. The projects and related funding are pursued through a variety of avenues such as additional capital requests not included in the City's 5-year Capital Improvement Program (CIP), requests to the City Facilities Management or Parks and Recreation Department, Community Development Block Grant Program (CDBG), and others. These avenues and the different people and requirements of each process have caused some confusion. The result has been delays and, on occasion, rejection of funded projects.

For example, acquiring funds for a project through CDBG, a DNR grant, fundraising, or donations does not guarantee project acceptability if the project is being considered on City property? It must also receive recommendation and approval by the appropriate City officials. There is no assurance that this will occur after the fact, and therefore, City approval should occur in advance of, or at least concurrent with pursuing funding.

The City departments most actively involved with projects have developed a system that will result in better communications, tracking, and processing of project requests. It establishes Facilities Management as the City entity that will initiate the process once a request has been received. Facilities Management (FM) is charged with identifying the responsible and accountable "Project Team" and facilitating the process. At any point in the process, FM can be contacted to respond to questions or concerns that are not being addressed by the Project Team.

The intent of this process is to expedite decision making, clarify the approval process, reduce confusion and miscommunication, and provide a central point of contact to respond to questions and concerns. This process may need modification to improve upon what has been developed. Your input will be critical in that sense.

Enclosed you will find two documents, 1) the City of Duluth Project Proposal Request Form and 2) the Project Request and Approval Process sheet. The Request Form activates the Request and Approval Process which is diagrammed to reflect how the process works. Implementation of this process is effective immediately.

Your cooperation and assistance is requested and much appreciated. If you have any questions, please contact Tari Rayala at 730-4434.

## CITY OF DULUTH - PROJECT PROPOSAL REQUEST FORM

Use this form to propose improvement projects to any City facility. A City facility includes both building and grounds. It is intended to be used by external community groups, organizations and internally generated requests.

PROJECT (Brief Description) \_\_\_\_\_

LOCATION (Name of City Park, Building) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Attach Sketch Diagram ☐ yes, or Add Drawing on back of this form, ☐ yes

NAME OF GROUP OR ORGANIZATION PROPOSING PROJECT: \_\_\_\_\_

Contact Person	Name _____	Home Phone	_____
	Address _____	Work Phone	_____
	City, State, Zip _____	Cell Phone	_____
		E-mail	_____

PROJECT FUNDING: Do you have funding for this project?

☐ YES, indicated Funding Sources, Amounts and Total Project Cost \_\_\_\_\_

☐ NO, COMMENTS \_\_\_\_\_

Total Project Cost \_\_\_\_\_

ENERGY USE: Do you think there will be a change in the use of energy for any energy type listed here because of this project?

☐ YES ☐ NO ☐ Not Sure Check all energy types where use will change:

ELECTRICITY (kWh) \_\_\_\_\_ GAS (Therms) \_\_\_\_\_ OIL (gallons) \_\_\_\_\_

STEAM (Pounds) \_\_\_\_\_ WATER and SEWER (CCF) \_\_\_\_\_

Person completing and submitting this request: PRINT NAME: \_\_\_\_\_

Phone \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

SUBMIT COMPLETED FORM to: Tari Rayala; Architecture & Facility Management; 1532 West Michigan Street; Duluth, MN 55806; [trayala@duluthmn.gov](mailto:trayala@duluthmn.gov); (218) 730-4434

(For city use only) Action Taken:

Forward to: CCP committee - YES ☐ NO ☐

CCP (Cities for Climate Protection) Advisory Committee Review: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

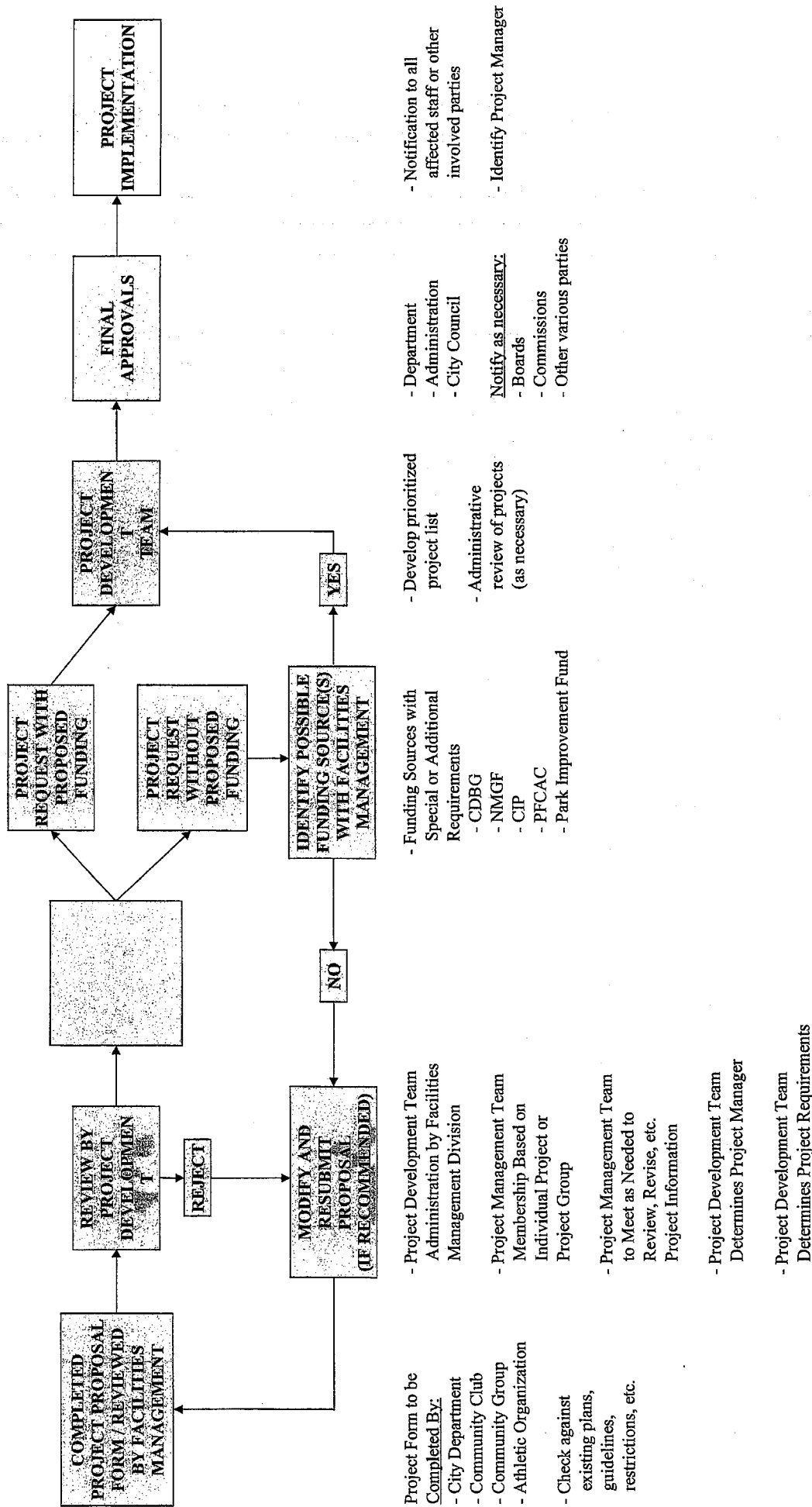
Project Review Team: Date \_\_\_\_\_

Accepted: \_\_\_\_\_ Rejected: \_\_\_\_\_ Comments: \_\_\_\_\_

Notifications sent to: Submitter \_\_\_\_\_ Date: \_\_\_\_\_ Dept. Director \_\_\_\_\_ Date \_\_\_\_\_

## PROJECT REQUEST AND APPROVAL PROCESS

City Facilities (Buildings & Grounds): Process For Capital and/or Improvement Projects Which Propose To Make Any Physical, Non-Maintenance Improvement



Note: Once adopted, this process must be effectively communicated to all City in-house staff and external organizations.

**CITY OF DULUTH**  
**PROJECT REQUEST AND APPROVAL PROCESS**



Step 1: Project Proposal: Project Proposal Form to be completed by designated or authorized representative of City Department, Community Club, Community Group, Athletic Organization, etc. Include as much detail as possible. Submit completed Project Proposal Form to Tari Rayala in Architecture & Facility Management who will review your Project Proposal and consider any existing master plans, guidelines, restrictions, etc. to determine initial project feasibility.

Step 2: Project Review: Project evaluation by City's Internal Project Review Team. This team was established by Administrative Services based on project type and scope and will consist of City staff authorized to review specific projects. The Project Review Team will meet as needed to gather, review, and/or revise project information and requirements. Feasible projects without identified funding or with insufficient funding will receive further review to determine eligibility for funding sources such as CDBG, CIP, etc., and will proceed through the appropriate funding review and approval process. In addition, review by appropriate Boards and Commissions shall occur as needed. Projects are either approved, modified, or rejected at this step. Outcome of this step communicated back to submitter with notification of the next step of the process.

Step 3: Preliminary Approval: Projects with approved funding are returned to project submitter to proceed with final project design including detailed plans necessary for construction.

Step 4: Final Approval: Final review of completed project design. Final approvals as needed from Department, Administration, City Council.

Step 5: Implementation: Notification to all involved parties, including City staff, with project "Notice to Proceed". Identification of Project Manager with responsibility for project oversight during project construction to completion and final acceptance.